

EXHIBIT A



PROCESS SERVER DELIVERY DETAILS

Date: Fri, Jun 28, 2024
Server Name: Jimmy Lizama

Entity Served	TESLA INC
Case Number	24CV012900
Jurisdiction	CA

Inserts		



SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

TESLA, INC., a Delaware Corporation and SHIFT OPERATIONS LLC, a Delaware Corporation, and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

RYAN GIRDLER, an individual

FOR OFFICE USE ONLY

ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

06/27/2024

By: A. Gray Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: County of Sacramento Superior Court
(El nombre y dirección de la corte es):

Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, CA 95814

CASE NUMBER
(Número del Caso):

24CV012900

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Sepehr Daghighian, Esq., CALIFORNIA CONSUMER ATTORNEYS, P.C.

10866 Wilshire Blvd, Suite 1200, Los Angeles, CA 90024 – Tel: (310) 872-2600

DATE:

06/27/2024

Clerk, by

(Secretario)

/s/ A. Gray

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

**NOTICE TO THE PERSON SERVED: You are served**1. ☐ as an individual defendant.2. ☐ as the person sued under the fictitious name of (specify):3. ☒ on behalf of (specify): TESLA, INC., a Delaware Corporationunder: ☒ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☐ CCP 416.40 (association or partnership)☐ other (specify):☐ CCP 416.60 (minor)☐ CCP 416.70 (conservatee)☐ CCP 416.90 (authorized person)4. ☐ by personal delivery on (date):

ELECTRONICALLY FILED

Superior Court of California
County of Sacramento

06/27/2024

By: A. Gray Deputy

CALIFORNIA CONSUMER ATTORNEYS, P.C.

Michael H. Rosenstein (SBN 169091)

mhr@calattorneys.com

Sepehr Daghighian (SBN 239349)

sd@calattorneys.com

James P. Martinez (SBN 308806)

jpm@calattorneys.com

E-Service

eservice@calattorneys.com

10866 Wilshire Blvd, Suite 1200

Los Angeles, CA 90024

Telephone: (310) 872-2600

Facsimile: (310) 730-7377

Attorneys for Plaintiff,

RYAN GIRDLER

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

RYAN GIRDLER, an individual ,

Plaintiff,

vs.

TESLA, INC., a Delaware Corporation, SHIFT
OPERATIONS, LLC, a Delaware Corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No.: **24CV012900**

Unlimited Jurisdiction

COMPLAINT

- 1. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF EXPRESS
WARRANTY**
- 2. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF IMPLIED
WARRANTY**
- 3. VIOLATION OF THE SONG-
BEVERLY ACT SECTION 1793.2(b)**

1 Plaintiff, RYAN GIRDLER, an individual , alleges as follows against Defendants TESLA,
2 INC., a Delaware Corporation ("Tesla, Inc. "), Shift Operations, LLC, a Delaware Corporation and
3 DOES 1 through 10 inclusive, on information and belief, formed after a reasonable inquiry under
4 the circumstances:

5 **DEMAND FOR JURY TRIAL**

6 1. Plaintiff, Ryan Girdler, hereby demands trial by jury in this action.

7 **GENERAL ALLEGATIONS**

8 2. Plaintiff, Ryan Girdler, is an individual residing in the City of Marysville, State of
9 California.

10 3. Defendant Tesla, Inc. is and was a Delaware Corporation operating and doing
11 business in the State of California.

12 4. Defendant Shift Operations, LLC, is and was a Delaware Corporation operating and
13 doing business in the State of California.

14 5. These causes of action arise out of the warranty obligations of Tesla, Inc. in
15 connection with a vehicle purchased by Plaintiff and for which Tesla, Inc. issued a written warranty.

16 6. Plaintiff does not know the true names and capacities, whether corporate, partnership,
17 associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under
18 the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through
19 10, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth
20 herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set
21 forth the true names and capacities of the fictitiously named Defendant, together with appropriate
22 charging allegations, when ascertained.

23 7. All acts of corporate employees as alleged were authorized or ratified by an officer,
24 director, or managing agent of the corporate employer.

25 8. Each Defendant, whether actually or fictitiously named herein, was the principal,
26 agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal or
27 within the course and scope of such employment or agency, took some part in the acts and omissions
28 hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief prayed for

1 herein.

2 9. On January 6, 2023, Plaintiff purchased a 2021 Tesla Model 3, having VIN No.
3 5YJ3E1EAXMF070358 ("the Subject Vehicle"). Express warranties accompanied the sale of the
4 Subject Vehicle to Plaintiff by which Tesla, Inc. undertook to preserve or maintain the utility or
5 performance of Plaintiff's vehicle or to provide compensation if there was a failure in such utility or
6 performance.

7 10. The Subject Vehicle was delivered to Plaintiff with serious defects and
8 nonconformities to warranty and developed other serious defects and nonconformities to warranty
9 including, but not limited to, the engine electronics system defects, electrical defects, electronics
10 defects, and other serious nonconformities to warranty.

11 11. Plaintiff hereby revokes acceptance of the sales contract.

12 12. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil
13 Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for
14 family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

15 13. Plaintiff is a "buyer" of consumer goods under the Act.

16 14. Defendant Tesla, Inc. is a "manufacturer" and/or "distributor" under the Act.

17 15. To the extent that one or more class action lawsuits have been filed or are filed with
18 respect to the nonconformities affecting Plaintiff's vehicle, without conceding the necessity of
19 supplying such notice, Plaintiff hereby provides notice to Defendant and/or Defendant's agents of
20 Plaintiff's intent to opt-out and be excluded from the settlement class of said class action lawsuit(s).

21 16. Plaintiff hereby demands trial by jury in this action.

22 **FIRST CAUSE OF ACTION**

23 **Violation of the Song-Beverly Act – Breach of Express Warranty**

24 **(Against Tesla, Inc.)**

25 16. Plaintiff incorporates herein by reference each and every allegation contained in the
26 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

27 17. Express warranties accompanied the sale of the vehicle to Plaintiff by which Tesla,
28 Inc. undertook to preserve or maintain the utility or performance of Plaintiff's vehicle or to provide

1 compensation if there was a failure in such utility or performance.

2 18. The Subject Vehicle was delivered to Plaintiff with serious defects and
3 nonconformities to warranty and developed other serious defects and nonconformities to warranty
4 including, but not limited to, the engine electronics system defects, electrical defects, electronics
5 defects, and other serious nonconformities to warranty.

6 19. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil
7 Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or
8 household purposes, and Plaintiff has used the Subject Vehicle primarily for those purposes.

9 20. Plaintiff is the "buyer" of consumer goods under the Act.

10 21. Defendant Tesla, Inc. is a "manufacturer" and/or "distributor" under the Act.

11 22. The foregoing defects and nonconformities to warranty manifested themselves in the
12 Subject Vehicle within the applicable express warranty period. The nonconformities substantially
13 impair the use, value and/or safety of the vehicle.

14 23. Plaintiff delivered the vehicle to an authorized Tesla, Inc. repair facility for repair of
15 the nonconformities.

16 24. Defendant was unable to conform Plaintiff's vehicle to the applicable express after a
17 reasonable number of repair attempts.

18 25. Notwithstanding Plaintiff's entitlement, Defendant Tesla, Inc. has failed to either
19 promptly replace the new motor vehicle or to promptly make restitution in accordance with the Song-
20 Beverly Act.

21 26. By failure of Defendant to remedy the defects as alleged above, or to issue a refund
22 or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

23 27. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle
24 less that amount directly attributable to use by the Plaintiff prior to the first presentation of the
25 nonconformities.

26 28. Plaintiff is entitled to all incidental, consequential, and general damages resulting
27 from Defendant's failure to comply with its obligations under the Song-Beverly Act.

28 29. Plaintiff is entitled under the Song-Beverly Act to recover as part of the judgment a

1 sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably
2 incurred in connection with the commencement and prosecution of this action.

3 30. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled in
4 addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages
5 for Tesla, Inc. 's willful failure to comply with its responsibilities under the Act.

6 **SECOND CAUSE OF ACTION**

7 **Violation of the Song-Beverly Act – Breach of Implied Warranty**
8 **(Against Tesla, Inc. and Shift Operations, LLC)**

9 31. Plaintiff incorporates herein by reference each and every allegation contained in the
10 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

11 32. Tesla, Inc. and its authorized dealership at which Plaintiff purchased the Subject
12 Vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the Subject
13 Vehicle. The sale of the Subject Vehicle was accompanied by implied warranties provided for under
14 the law.

15 33. Among other warranties, the sale of the Subject Vehicle was accompanied by an
16 implied warranty that the Subject Vehicle was merchantable pursuant to Civil Code section 1792.

17 34. The Subject Vehicle was not fit for the ordinary purpose for which such goods are
18 used because it was equipped with one or more defective vehicle systems/components.

19 35. The Subject Vehicle did not measure up to the promises or facts stated on the
20 container or label because it was equipped with one or more defective vehicle systems/components.

21 36. The Subject Vehicle was not of the same quality as those generally acceptable in the
22 trade because it was sold with one or more defective vehicle systems/components which manifest as
23 the engine electronics system defects, electrical defects, electronics defects, and other serious
24 nonconformities to warranty.

25 37. Upon information and belief, the defective vehicle systems and components were
26 present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied
27 warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other
28 applicable laws.

38. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under Civil Code, section 1794, *et seq*;

39. Plaintiff hereby revokes acceptance of the Subject Vehicle.

40. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

41. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794, *et seq.* and Commercial Code, section 2711.

42. Plaintiff is entitled to recover any incidental, consequential, and/or “cover” damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

THIRD CAUSE OF ACTION

Violation of the Song-Beverly Act Section 1793.2(b)

(Against Tesla, Inc.)

43. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

44. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells consumer goods in California, for which it has made an express warranty, shall maintain service and repair facilities or designate and authorize independent service and repair facilities to carry out the terms of those warranties.

45. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of goods is necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time by the manufacturer or its representative.

46. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable time.

47. The sale of the Subject Vehicle was accompanied by express warranties, including a warranty guaranteeing that the Subject Vehicle was safe to drive and not equipped with defective parts, resulting in the defects set forth herein.

48. Plaintiff delivered the Subject Vehicle to Tesla, Inc. 's authorized service

1 representatives on multiple occasions. The Subject Vehicle was delivered for repairs of defects,
2 which amount to a nonconformities to the express warranties that accompanied the sale of the
3 Subject Vehicle.

4 49. Defendant's authorized facilities did not conform the Subject Vehicle to warranty
5 within 30-days and/or commence repairs within a reasonable time and Tesla, Inc. has failed to tender
6 the Subject Vehicle back to Plaintiff in conformance with its warranties within the timeframes set
7 forth in Civil Code section 1793.2(b).

8 50. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under Civil
9 Code, section 1794, *et seq*;

10 51. Plaintiff hereby revokes acceptance of the Subject Vehicle.

11 52. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
12 1794, *et seq*.

13 53. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794,
14 *et seq*. and Commercial Code, section 2711.

15 54. Plaintiff is entitled to recover any "cover" damages under Commercial Code sections
16 2711, 2712, and Civil Code, section 1794, *et seq*.

17 55. Plaintiff is entitled to recover all incidental and consequential damages pursuant to
18 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq*.

19 56. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two
20 times the amount of actual damages in that Tesla, Inc. has willfully failed to comply with its
21 responsibilities under the Act.

22 **PRAYER FOR RELIEF**

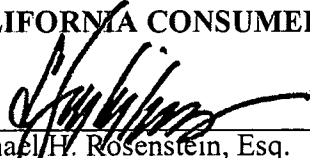
23 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 24 1. For general, special and actual damages according to proof at trial;
25 2. For rescission of the purchase contract and restitution of all monies expended;
26 3. For diminution in value;
27 4. For incidental and consequential damages according to proof at trial;
28 5. For civil penalty in the amount of two times Plaintiff's actual damages;

6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs and expenses of suit; and
8. For such other and further relief as the Court deems just and proper under the circumstances.

Dated: June 27, 2024

CALIFORNIA CONSUMER ATTORNEYS, P.C.



Michael H. Rosenstein, Esq.
Sepehr Daghighian, Esq.
James P. Martinez, Esq.
Attorneys for Plaintiff,
RYAN GIRDLER

Plaintiff, **RYAN GIRDLER**, hereby demands trial by jury in this action.

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): CALIFORNIA CONSUMER ATTORNEYS, P.C. Michael H. Rosenstein (SBN 169091); Sepehr Daghighian (SBN 239349) 10866 Wilshire Blvd, Suite 1200, Los Angeles, CA 90024 TELEPHONE NO.: (310) 872-2600 FAX NO.: (310) 730-7377 EMAIL ADDRESS: mhr@calattorneys.com; sd@calattorneys.com ATTORNEY FOR (Name): Ryan Girdler		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California County of Sacramento 06/27/2024 By: <u>A. Gray</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO STREET ADDRESS: 720 9th Street MAILING ADDRESS: 720 9th Street CITY AND ZIP CODE: Sacramento 95814 BRANCH NAME: Gordon D. Schaber Sacramento County Courthouse		
CASE NAME: Ryan Girdler v. Tesla, Inc., et al.,		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)	<input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 24CV012900 JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☐ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 3
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: June 27, 2024
 Sepehr Daghighian

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO</p>	<p align="center">Court Use Only</p>
<p>COURTHOUSE ADDRESS: Gordon D. Schaber Superior Court 720 9th Street, Sacramento, CA 95814</p>	
<p>PLAINTIFF/PETITIONER: Ryan Girdler</p>	
<p>DEFENDANT/RESPONDENT: Tesla, Inc. et al</p>	
<p align="center">NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (UNLIMITED CIVIL CASE)</p>	<p>CASE NUMBER: 24CV012900</p>

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

NOTICE OF CASE ASSIGNMENT

Pursuant to rule 3.734 of the California Rules of Court, this action is hereby assigned for limited purposes to the judicial officers indicated below:

PURPOSE	ASSIGNED JUDGE	COURT LOCATION	DEPARTMENT
LAW & MOTION	Richard K. Sueyoshi	Hall of Justice	53
CASE MANAGEMENT PROGRAM	Thadd A. Blizzard	Gordon D. Schaber Superior Court	43

Please refer to Chapter Two – Parts 3 and 4 of the Sacramento Superior Court Local Rules and the Court's website for additional filing instructions and hearing reservation information.

NOTICE OF CASE MANAGEMENT CONFERENCE

Hearing Date

The above entitled action has been set for a case management conference at **8:30 AM on June 6, 2025** in **Department 43** in accordance with California Rules of Court 3.722. You must be familiar with the case and fully prepared to participate effectively in the case management conference.

Case Management Statement

All parties must file and serve a case management statement at least 15 calendar days before the case management conference. Parties are encouraged to file a single joint case management statement.

Minimum Requirements

Prior to the filing of the case management statement, the parties should have done the following:

- Served all parties named in the complaint within 60 days after the summons has been issued
- Ensured that all defendants and cross-defendants have answered, been dismissed, or had their defaults entered
- Met and conferred with all parties as required by CRC 3.724 to discuss and resolve issues set forth therein.

**NOTICE OF CASE ASSIGNMENT
AND CASE MANAGEMENT CONFERENCE
(UNLIMITED CIVIL CASE)**

SHORT TITLE: GIRDLER vs TESLA, INC., et al.

CASE NUMBER: 24CV012900

Tentative Ruling

Following its review of the case management statement(s), the court may determine that a case management conference is not necessary. To determine whether an appearance is required, the parties must check the court's tentative rulings after 2:00 p.m. on the Court day before the Friday calendar by accessing the court's internet website at www.saccourt.ca.gov

Remote Appearances

Unless ordered to appear in person by the court, parties may appear remotely either telephonically or by video conference via the Zoom video/audio conference platform with notice to the court and all other parties in accordance with Code of Civil Procedure 367.75. If appearing remotely, parties are required to participate in their hearing using a device that has video and/or audio capability (i.e. computer, smartphone, or tablet). Although remote participation is not required, the court will presume all parties are appearing remotely for non-evidentiary civil hearings.

Certification Filed in Lieu of Case Management Statement

If parties in the action file a certification on a form provided by the court at least 15 calendar days prior to the date of the case management conference that the case is short cause (five hours or less of trial time), that the pleading stage is complete and that the case will be ready for trial within 60 days, the case will be exempted from any further case management requirements and will be set for trial within 60-120 days. The certification shall be filed in lieu of a case management statement.

Case Management Orders

At the case management conference, the court will consider whether the case should be ordered to judicial arbitration or referred to other forms of Alternative Dispute Resolution. Whether or not a case management conference is held, the court will issue a case management order shortly after the scheduled conference date.

Service of Notice of Case Assignment and Case Management Conference

Unless otherwise ordered by the court, plaintiff shall serve a copy of this notice on any party to the complaint appearing after the court issued this notice. The cross-complainant shall have the same obligation with respect to the cross-complaint.

Compliance

Failure to comply with this notice or to appear at the case management conference may result in the imposition of sanctions (including dismissal of the case, striking of the answer, or payment of money).

Continuances

Case management conference(s) will not be continued except on a showing of good cause. If your case management conference is continued on motion or by the court on its own motion all parties shall file and serve a new case management statement at least 15 calendar days before the continued case management conference.

Dated: 06/27/2024

By:

/s/ A. Gray
A. Gray, Deputy Clerk

**NOTICE OF CASE ASSIGNMENT
AND CASE MANAGEMENT CONFERENCE
(UNLIMITED CIVIL CASE)**